

**CONTRACT AMENDMENT NO. 2**  
**MONTANA STATE PRISON TELEVISION PROGRAMMING SERVICES**  
**CONTRACT NO: COR-IFB2016-0002**

This CONTRACT AMENDMENT No. 2 amends the above-referenced contract between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Friendship Cable of Texas, Inc.**, (Contractor), whose address and phone number are 311 NNW Loop 323, Tyler, TX 75702, (903) 939-7225 . This Contract is amended for the following purpose(s):

- 1) In accordance with Section 1, of the above referenced contract, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this Contract for an additional six (6)-month term to allow for continued service. The contract is effective from July 1, 2022 through December 31, 2022, per the terms, conditions, and prices agreed upon.
- 2) In accordance with Section 9, of the above referenced contract, entitled Defense, Indemnification/Hold Harmless, parties mutually agree to replace the previously agreed upon language with the language as shown below:

**9. DEFENSE, INDEMNIFICATION / HOLD HARMLESS**

Contractor shall protect, defend, indemnify, and save harmless the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Contractor's employees and agents, its subcontractors, its subcontractor's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

Contractor waives all claims, demands, causes of action, and recourse against the State, including claims of contribution or indemnity, arising in favor of Contractor on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

- 3) In accordance with Section 12, of the above referenced contract, entitled Compliance with Laws, parties mutually agree to replace the previously agreed upon language with the language as shown below:

**12. COMPLIANCE WITH LAWS**

**12.1 Applicable Laws.** Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. Contractor will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to

include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. Contractor is referred to § 45-5-501 MCA. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

**12.2 Affordable Care Act.** The Affordable Care Act requires a Contractor, if Contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980H (ACA).

- 4) In accordance with Section 14, of the above referenced contract, entitled Registration with the Secretary of State, parties mutually agree to replace the previously agreed upon language with the language as shown below:

#### **14. REGISTRATION WITH THE SECRETARY OF STATE**

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with §§ 35-14-1505, 35-8-1001, and 35-12-1309 MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. §§ 35-8-1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

- 5) In accordance with Section 20, of the above referenced contract, entitled Liaisons and Service of Notices, subsection 20.1, entitled Contract Liaisons, parties mutually agree to replace the State's Liaison and Contractor's email address as shown below:

#### **STATE'S LIAISON:**

**CURRENT:** Tammy Stidham is State's Liaison  
400 Conley Road  
Deer Lodge, MT 59722  
Telephone: (406) 846-1320 ext. 2281  
E-Mail: [tstidham@mt.gov](mailto:tstidham@mt.gov)

**NEW:** Todd Hilder is State's Liaison  
400 Conley Road  
Deer Lodge, MT 59722  
(406) 415-6281  
[Todd.Hilder@mt.gov](mailto:Todd.Hilder@mt.gov)

**CONTRACTOR'S EMAIL ADDRESS:**

**CURRENT:**      [Dianne.Huffstickler@suddenlink.com](mailto:Dianne.Huffstickler@suddenlink.com)

**NEW:**              [Dianne.Huffstickler@AlticeUSA.com](mailto:Dianne.Huffstickler@AlticeUSA.com)


No changes to remainder of Contractor's Liaison information.

Except as modified above, all other terms and conditions of Contract No. **COR-IFB2016-0002, including Amendment #1**, remain unchanged.


**STATE OF MONTANA  
Montana Department of Corrections  
5 S. Last Chance Gulch  
Helena, MT 59601**

**Friendship Cable of Texas, Inc.  
311 NNW Lop 323  
Tyler, TX 75702  
FEDERAL ID #75-2237583**


DocuSigned by:  
  
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5/31/2022  
Jim Salmonsens, Warden (Date)  
Montana State Prison

DocuSigned by:  
  
255D7EEE81EE49F...  
5/31/2022  
Dianne Huffstickler, General Manager (Date)

Approved as to Form:

DocuSigned by:  
  
B31006F651454E1...  
5/25/2022  
Nolan Harris, Contracts Officer (Date)  
State Procurement Bureau  
Department of Administration

Approved as to Legal Content:

DocuSigned by:  
  
41E915492B274F4...  
5/25/2022  
Molenda McCarty, Legal Counsel (Date)  
Legal Services Bureau  
Department of Corrections